



C o u n t y o f S a n L u i s O b i s p o

GENERAL SERVICES AGENCY

Janette D. Pell, Director

Helen McCann, Department Administrator

REQUEST FOR PROPOSAL PS- #1146 ERGONOMIC PROGRAM CONSULTING

August 23, 2011

The County of San Luis Obispo (County) is currently soliciting proposals for professional services for Ergonomic Program Consulting.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception may be grounds for rejection. The County reserves the right to reject any and all proposals and to waive any irregularity or informality in any proposal or in the Request for Proposal process, as long as, in the judgment of the County, such action will not negate fair competition and will permit proper comparative evaluation of the proposals submitted.

This Request for Proposal is posted on the County's Purchasing website at http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. Any changes, additions, or deletions to this Request for Proposal will be in the form of written addenda issued by the County. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant new information during the response period. The County is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this Request for Proposal.

If your firm is interested and qualified, please submit three (3) hard copies and one (1) electronic copy (on CD or DVD) of your proposal on September 22, 2011 by 3:00 p.m. to:

County of San Luis Obispo
Barbara Adams, GSA - Purchasing
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Bonnie Monzell at (805) 781-1346.

All questions pertaining to the content of this Request for Proposal must be made in writing via e-mail to Barbara Adams at: beadmas@co.slo.ca.us. All questions will receive a response within five (5) business days. The question and its response will be posted (anonymously) on the County's Purchasing web site located at: http://www.slocounty.ca.gov/GSA/Purchasing/Current_Formal_Bids_and_Proposals.htm. The County reserves the right to determine the appropriateness of comments / questions that will be posted on the website.

BARBARA ADAMS
Buyer – GSA Purchasing
beadams@co.slo.ca.us

ERGONOMIC PROGRAM CONSULTING**LOCAL VENDOR PREFERENCE**

The County has established a local vendor preference. When quality, service, and other relevant factors are equal, responses to Requests for Proposals will be evaluated with a preference for local vendors. Note the following exceptions:

1. Those contracts which State Law or, other law or regulation precludes this local preference.
2. Public works construction projects.

A "local" vendor preference will be approved as such when, 1) The vendor conducts business in a fully staffed office with a physical address within the County of San Luis Obispo; 2) The vendor holds a valid business license issued by the County or a city within the County; and 3) The vendor has conducted business at the local address for not less than six (6) months prior to the due date of this Request for Proposal..

Proposals received in response to this Request for Proposal will be evaluated by the Selection Committee considering the local vendor preference described above when quality, service and other relevant factors are equal. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at (805) 781-5200.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		

Business Name: _____

Authorized Individual: _____ Title: _____

Signature: _____ Dated: _____

ERGONOMIC PROGRAM CONSULTING**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of three (3) hard copies and one (1) electronic copy (on CD or DVD) must be received by mail, recognized carrier, or hand delivered no later than 3:00 p.m. on September 22, 2011. Late proposals will not be considered and will be returned, unopened.

2. All correspondence should be directed to:

San Luis Obispo County
General Services Agency
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: BARBARA ADAMS
Telephone: (805) 781-5906

3. All costs incurred in the preparation and submission of proposals and related documentation will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an impartial Selection Committee using an approved County procedure for awarding professional contracts. Selection will be made on the basis of the proposals as submitted, although the County reserves the right to interview applicants as part of the selection process. The proceedings of the Selection Committee are confidential, and members of the Selection Committee are not to be contacted by the proposers.
6. This Request for Proposal does not constitute an offer of employment or to contract for services.
7. The County reserves the option to accept or reject any or all proposals, wholly or in part, received by reason of this request, and make more than one award, or no award, as the best interests of the County may appear.
8. All documents submitted to the County in response to this Request for Proposal will become the exclusive property of the County and may be returned to the proposer or kept by the County, in the County's sole discretion.
9. All proposals shall remain firm for sixty (60) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgment of the County, best accomplishes the desired results, and shall include, but not be limited to, a consideration of the professional service fee.
11. Any contract awarded pursuant to this Request for Proposal will incorporate the requirements and specifications contained in this Request for Proposal. All information presented in a proposer's proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the County during subsequent negotiations.
12. Under the provisions of the California Public Records Act (the "Act"), Government Code section 6252 et seq., all "public records" (as defined in the Act) of a local agency, such as the County, must be available for inspection and copying upon the request of any person. Under

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the Act, the County may be obligated to provide a copy of any and all responses to this Request for Proposal, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this Request for Proposal should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: *The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response, but understands that the disclosure will be limited to the extent the County considers proper under the law. If an agreement is entered into with the proposer, the County shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.*

The County will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the Request for Proposal is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless, the County arising out of such dispute, lawsuit, claim or demand.

13. An electronic copy of your proposal must be included. This electronic copy should include all documents being submitted combined into one Adobe Acrobat (pdf) file on a CD, using this convention for the file name: FIRM NAME + RFP NUMBER

Example: Your firm, Acme Inc., is responding to RFP PS-#1101. Your Adobe Acrobat (pdf) file would be named: **Acme 1101**

ERGONOMIC PROGRAM CONSULTING**PROPOSAL FORMAT**

A qualifying proposal must address all of the following points and shall be in the format outlined in this section:

1. Project Title
2. Applicant or Firm Name
3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project. Consultant is required to demonstrate specific design and project expertise relating to the requirements of the Project Scope.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
4. Understanding of and Approach to the Project
 - a. Summary of approach to be taken.
 - b. Description of the organization and staffing to be used for the project.
 - c. Indication of information and participation the proposer will require from County staff.
 - d. Indication of time frame necessary to complete the plan review once a Notice to Proceed is issued.
5. Fees and Insurance
 - a. Propose total fixed fees to complete project as described under Project Scope.
 - b. The selected Consultant will be required to provide insurance coverage in the amount of \$1,000,000 General Liability Insurance. This amount of insurance coverage shall be reflected in your estimated professional fee.
 - c. The Consultant shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
 - d. Sample insurance indemnification requirements follow.

ERGONOMIC PROGRAM CONSULTING**SAN LUIS OBISPO COUNTY
INSURANCE REQUIREMENTS**

Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and,
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Consultant's work under this Agreement.

b. BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Consultant shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

2. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Consultant and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Consultant shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. ENDORSEMENTS

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Consultant's performance of work under this Agreement (CGL & BAL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f. Consultant and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. ABSENCE OF INSURANCE COVERAGE

County may direct Consultant to immediately cease all activities with respect to this Agreement if it determines that Consultant fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Consultant's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Consultant.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Consultant, or each of Consultant's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Consultant shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to: GENERAL SERVICES AGENCY ATTN: BARBARA ADAMS, BUYER, 1087 SANTA ROSA ST., SAN LUIS OBISPO, CA, 93408.3

ERGONOMIC PROGRAM CONSULTING**SAN LUIS OBISPO COUNTY****CONSULTANT- NON CONSTRUCTION****Indemnification:**

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.
9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

ERGONOMIC PROGRAM CONSULTING**PROJECT DESCRIPTION**

The County of San Luis Obispo is interested in seeking bids for the administration of its comprehensive County-wide Ergonomics program. The County's program as it exists currently is intended to comply with, meet and exceed Cal OSHA's General Industry Safety Order, Article 106 issued in July 1997 - "State Ergonomic Standard". As required by the State Ergonomic Standard the County's program includes a prevention component which utilizes work-site evaluation and control of exposures which have caused Repetitive Motion Injuries (RMIs) and training of employees exposed to RMIs in the work place. In addition, the County has also enhanced its program to include an integrated post injury ergonomic solution as well. The County's program objectives include the following:

- To identify and address ergonomic issues in the work-place so that prevention efforts can be employed to reduce employee injuries, particularly injuries caused by repetitive motion and those that result in workers' compensation injuries
- Provide training to department management and employees when significant RMI exposures are identified
- To facilitate required ergonomic changes to prevent or reduce injuries and or disability associated with occupational injuries on a timely basis
- To provide cost effective and timely ergonomic solutions to employees to prevent occupation injuries from becoming lost-time claims
- To provide the County with access to or the ability to quantify the impact of the ergonomic program on overall workers' compensation costs and/or injury/claim rates
- To augment the County's Injury and Illness (IIP) Program

The County desires a single comprehensive program solution that provides seamless access to a turnkey ergonomic program that satisfies the above objectives. The program must also provide access to program data to measure program performance including timeliness statistics, cost and usage information.

Scope of Work

- Single dedicated individual responsible for the coordination of the County's ergonomic program.
- Ability to produce reporting to the County relating to utilization rates, costs per department, etc.
- Demonstrate cost reduction for ergonomic equipment purchased as part of this program.
- Ability to communicate effectively and resolve problems and issues with County departments and contacts, vendors, evaluators, etc.
- Develop and design ergonomic evaluator panel for the County program
- Manage vendors and reconcile and resolve invoicing and payment issues.
- Receive and coordinate referral of ergonomic evaluation requests (Preventative and Worker's Compensation) within 1 business day of receipt of evaluation request to approved ergonomic evaluators

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- Secure approval from claim examiner or designated County contact for the approval of recommended equipment and/or modifications
- Coordinate equipment purchase at the lowest cost possible and quickest delivery/ installation time, coordinate delivery and installation of recommended equipment with the General Services Agency's function and/or outside vendors
- Coordinate with evaluator once all ergonomic recommendations are complete for follow-up evaluation as needed
- Manage warranty replacement or repair for all purchased equipment
- Track all ergonomic referrals including dates and time, contacts, equipment recommendations and purchases, vendor and other data needed to produce reports to evaluate program costs and usage by department.
- Provide cost containment solutions to keep ergonomic equipment costs to a minimum
- Establish or assist in maintaining the County's Ergonomic Lab with relevant ergonomic equipment

Description of the Qualifications of the Vendor

The desired program shall consist of a single point of contact for the administration of the ergonomic program. Respondents are expected to provide comprehensive program services including but not limited to processing initial request for individual or group evaluation referral, assignment to a qualified and vetted ergonomic evaluation professional, tracking of all aspects of the ergonomic program, processing procurement authorizations, purchasing recommended ergonomic equipment, coordination of all modifications and installations with outside vendors and/or the applicable County department, reporting to Risk Management, handling all warranty and repair/replacement requests with vendors and manufactures, negotiating discount equipment pricing, tracking and storing all forms and data related to the evaluations, managing and addressing workers' compensation related ergonomic evaluation referrals, providing and updating ergonomic equipment for the County Ergonomic Lab, managing all vendors and reporting on results to Risk Management.

- Provide background of the firm in general and your experience with set-up and administration of comprehensive ergonomic program solutions as described in this RFP
- Describe your expertise with ergonomic program management
- Provide examples of quantifiable savings from the implementation of your programs
- Provide reference information for at least two existing clients who have employed your services for more than two years.

Vendor will be required to:

- Provide overall ergonomic program management including tracking of all aspects of the program from initial referral, assignment to qualified evaluator, prompt ordering, delivery installation management, notification of involved parties and final completion and signoff.
- Provide training resources to department contacts, management and all third-parties involved in the program (vendor meetings, equipment updates, etc.)
- Provide recommendations and detail implementation of program cost control solutions
- Provide a dedicated centralized program coordinator responsible for all aspects of the program

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- Provide a program solution which address both injury prevention as well as post-injury ergonomic evaluation needs
- Provide management oversight of evaluators and vendors, identify issues, notify Risk Management and assist in resolving program issues
- Provide a system to track all aspects of the ergonomic program from referrals to equipment purchases to delivery dates, describe your solution and capabilities

Cost Information

Payments are to be made in monthly installments via invoices throughout the fiscal year.

ERGONOMIC PROGRAM CONSULTING**ADDITIONAL INFORMATION**

California Code of Regulations, Title 8, Section 5110. Repetitive Motion Injuries

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This information is provided free of charge by the Department of Industrial Relations from its web site at www.dir.ca.gov. These regulations are for the convenience of the user and no representation or warranty is made that the information is current or accurate. See full disclaimer at http://www.dir.ca.gov/od_pub/disclaimer.html.

Subchapter 7. General Industry Safety Orders**Group 15. Occupational Noise****Article 106. Ergonomics**[Return to index](#)[New query](#)**§5110. Repetitive Motion Injuries.****ERGONOMICS -- HISTORY OF CALIFORNIA STANDARD**

(a) Scope and application. This section shall apply to a job, process, operation where a repetitive motion injury (RMI) has occurred to more than one employee under the following conditions:

- (1) Work related causation. The repetitive motion injuries (RMIs) were predominantly caused (i.e. 50% or more) by a repetitive job, process, or operation;
- (2) Relationship between RMIs at the workplace. The employees incurring the RMIs were performing a job process, or operation of identical work activity. Identical work activity means that the employees were performing the same repetitive motion task, such as but not limited to word processing, assembly or, loading;
- (3) Medical requirements. The RMIs were musculoskeletal injuries that a licensed physician objectively identified and diagnosed; and
- (4) Time requirements. The RMIs were reported by the employees to the employer in the last 12 months but not before July 3, 1997.

(b) Program designed to minimize RMIs. Every employer subject to this section shall establish and implement a program designed to minimize RMIs. The program shall include a worksite evaluation, control of exposures which have caused RMIs and training of employees.

- (1) Worksite evaluation. Each job, process, or operation of identical work activity covered by this section or a representative number of such jobs, processes, or operations of identical work activities shall be evaluated for exposures which have caused RMIs.
- (2) Control of exposures which have caused RMIs. Any exposures that have caused RMIs shall, in a timely manner, be corrected or if not capable of being corrected have the exposures minimized to the extent feasible. The employer shall consider engineering controls, such as work station redesign, adjustable fixtures or tool redesign, and administrative controls, such as job rotation, work pacing or work breaks.
- (3) Training. Employees shall be provided training that includes an explanation of:

- (A) The employer's program;
- (B) The exposures which have been associated with RMIs;
- (C) The symptoms and consequences of injuries caused by repetitive motion;

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California Code of Regulations, Title 8, Section 5110. Repetitive Motion Injuries

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- (D) The importance of reporting symptoms and injuries to the employer; and
- (E) Methods used by the employer to minimize RMIs.

(c) Satisfaction of an employer's obligation. Measures implemented by an employer under subsection (b) (1), (b)(2), or (b)(3) shall satisfy the employer's obligations under that respective subsection, unless it is shown that a measure known to but not taken by the employer is substantially certain to cause a greater reduction in such injuries and that this alternative measure would not impose additional unreasonable costs.

Note: Authority cited: Sections 142.3 and 6357, Labor Code. Reference: Sections 142.3 and 6357. Pulaski v. Occupational Safety & Health Stds. Bd. (1999) 75 Cal.App.4th 1315 [90 Cal. Rptr. 2d 54].

HISTORY

1. New article 106 (section 5110) and section filed 6-3-97; operative 7-3-97 (Register 97, No. 23).
2. Editorial correction of subsection (b)(1) (Register 97, No. 29).
3. Change without regulatory effect repealing subsection (a)(4) Exemption and amending Note filed 4-28-2000 pursuant to section 100, title 1, California Code of Regulations (Register 2000, No. 17).

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